



**BUREAU OF
BUSINESS MANAGEMENT**
DIVISION OF PROCUREMENT SERVICES
2600 Bull Street
Columbia, SC 29201-1708
Telephone: (803) 898-3501 Fax: (803) 898-3505
<http://www.scdhec.net/procurement>

REQUEST FOR PRICE QUOTATION**THIS IS NOT AN ORDER**

Quotation must be received by Date: June 10, 2010 Time: 2:30 p.m. E.T.	Mail or fax quotation to above address to ATTN.: James C. Jackson	Solicitation number: RFQ-38722-06/10/10-JCJ	Date issued: May 26, 2010
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Description: To establish a contract to provide uniforms, and laundry services to SC Department of Health and Environmental Control located in Columbia, SC.

NOTE: SEE ATTACHED SHEETS FOR SPECIFICATIONS, BIDDING SCHEDULE, PROVISIONS AND CLAUSES

MUST BE SIGNED TO BE VALID

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. I agree, if this quotation is accepted within 60 days from date of closing, to furnish any and all items/services at the prices quoted.

Authorized Signature		Printed Name		Date Signed
Company			Social Security or Federal Tax Number	
Mailing Address			Area Code and Phone Number	
City	State	Zip Code	Toll Free Phone Number	
E-mail Address			Fax Number	

Any amendments to this solicitation will be posted at <http://www.scdhec.net/procurement>

Bidders are responsible for checking this site for any applicable amendments or other documents related to this solicitation.

PURPOSE and SCOPE OF WORK: To establish a contract to provide uniforms, jackets, shop coats, grease rags, coveralls, and laundry services to SC Department of Health and Environmental Control Bureau of Business Managements' Supply, SP/Garage, and SP/Maintenance located in Columbia, SC.

SPECIAL CONDITIONS

1. **AWARD:** The contract will be awarded by total to the lowest responsible and responsive bidder.
2. **REQUEST FOR QUOTATION:** The quotation must be received by DHEC-Procurement Services by June 10, 2010 by 2:30 p.m. E.T.
3. **FAXED QUOTATION:** A faxed quotation is acceptable. The fax number is 803-898-3505.
4. **INVOICING:** Invoice must be itemized and sent to:
S.C. Department of Health and Environmental Control
Finance Division
2600 Bull Street
Columbia, SC 29201-1708.
5. **CONTACT PERSON:** The contact person for this solicitation is:
James C. Jackson, CPPB, Procurement Services Division
Bureau of Business Management
(803) 898-3472
6. **CONTRACT PERIOD:** Five Years from Effective Date of Purchase Order
The above date reflects the maximum allowable contract period. See Option to Extend Clause for the initial period.
7. **CONTRACT TERM/OPTION TO EXTEND:**
INITIAL CONTRACT PERIOD: One Year from Effective Date of Purchase Order. A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed four (4) additional one (1) year periods. Either party may elect not to extend this contract on the anniversary date; DHEC's Division of Procurement Services must be notified in writing at least ninety (90) days prior to the anniversary date.
8. **PRICE INCREASE:** Any request for price increase must be submitted to DHEC Division of Procurement Services at least 90 days prior to the anniversary date of the contract. Price increases will only become effective if agreed to in writing by the Division of Procurement Services. The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions as determined by the procurement officer.

SPECIFICATIONS:

1. All garments provided shall be **NEW** at the initiation of the contract for all new or additional employees
2. If renewal options are granted, garments shall be replaced with new after a period of two (2) years.
3. Successful vendor must be capable of providing all services as outline herein. Sub-contracting services shall not be allowed. There is no successor clause in this agreement. In the event that the contracted uniform company is purchased this agreement shall be automatically terminated.
4. All prices as quoted in the bidding schedule shall be final pricing. There shall be no additional cost or hidden charges such as set-up fees, fuel surcharges, re-stocking fees, emblem cost, alteration charges, environmental fees, garment maintenance, etceteras.
5. DHEC name tags will be furnished by the vendor. The successful vendor will be provided a sample of the DHEC name tag. The name tag must be sewn on the right side.
6. Within two weeks of notification successful vendor shall replace soiled, lost, torn garments. The replacement of these garments will be at no additional cost. provide additional garments for new employees
7. Samples of colors and materials for each type of garment must be provided within five (5) days of request from the Procurement Officer listed on Page 1 of this solicitation.

Fitting and Sizing:

All garments shall be provided that are properly fitted to each individual including any unusual or unique size necessary to insure comfortable wear. Each employee shall be individually measured to including trying on sample garments if necessary. Garment fitting shall occur with the initiation of the contract, when new or additional employees are added, and upon renewal of contract. Size alterations or exchanges shall be made at any time different size garments are needed due to individual's weight change or other such conditions as may warrant a change to insure comfortable wear.

Pick-Up and Delivery:

Vendor shall pickup soiled laundry and delivers clean laundry once each week. Pickup and delivery shall occur on the same day and at the same approximate time each week and shall be coordinated with contact individual listed on the purchase order. The vendor shall be responsible for notifying the contact individual at least one week in advance of any change in their schedule due to holidays. In the event either delivery site shall be closed on a scheduled delivery day; it shall be their responsibility to notify the vendor at least one week in advance. Laundered uniforms shall be returned grouped according to individual employee, on clothes hangers and placed in polyethylene type bags.

Cleaning & Laundering:

All garments shall be laundered and processed to be free of wrinkles prior to return. Laundering process shall be sufficient to remove soil, stains, and odors. There will be no charge for garments not cleaned to satisfaction. Part of the cleaning process shall include an inspection of all garments to identify needed repairs. Any repair needs identified during the inspection process shall be remedied prior to return of the garment. Jackets shall be laundered as needed at no additional charge.▪

Maintenance and Repair:

The vendor shall keep all garments in good state of repair and in serviceable condition. Repairs shall be made to all garments as identified through inspection during the cleaning process or by notification from DHEC. Sufficient quantities of "Repair Tags" shall be provided each facility to allow individual employees to communicate the need for repair or alteration.

In the event a garment is deemed unusable (unrepairable or stained) by DHEC personnel or for size changes garments shall be replaced with like-new garments of like size and material at no additional cost. Vendor agrees to issue weekly individual credits if items are not returned on one business week. Credits shall continue until the request is fulfilled.

Service Guarantee:

Customer may terminate this agreement for deficiencies in service by informing vendor in writing of the nature of the service deficiencies, allowing vendor thirty (30) days to correct and giving vendor thirty (30) days written notice containing an explanation of the deficiencies that vendor has not corrected.

Invoicing:

Invoicing shall be for a set price per item laundered. One complete uniform shall be considered as one item. Each invoice shall be itemized to identify all charges and services provided. Itemized listing shall be shown by employee name and quantity of garments laundered. Invoice shall reflect exact number of items delivered.

After award, all deliveries shall be made and all services provided to the following addresses, unless otherwise specified:

SC DHEC-Bureau of Business Management
Vehicle Maintenance
619 Hinton Street
Columbia, S. C. 29147

SC DHEC-Bureau of Business Management
Facility Building Maintenance
8500 Farrow Road
Columbia, S. C. 29147

SC DHEC-Bureau of Business Management
Supply Area
2600 Bull Street
Columbia, S. C. 291201

UNIFORMS, JACKETS, SHOP COATS, COVERALLS, AND GREASE RAGS/SHOP TOWELS

ITEM 1 Uniforms are to be provided for four (4) employees

(Three (3) employees will receive the following)

- 11 sets/employee - Short Sleeve Golf Shirts and Pants
- 2 Ea Shop Jackets
- 1 Ea Shop Coat

(One employee will receive the following)

- 11 sets/employee - Short Sleeve Golf Shirts and Pants
- 2 Ea Shop Jackets
- 2 Ea Shop Coat

Pants:

- a. pants are to be 65% polyester / 35% cotton twill-woven blend
- b. Plain front or regular style
- c. Color: Navy Blue with elastic sides

Shirts:

- a. Shirts are to be 50% polyester / 50% cotton, twill knit
- b. Color: Navy Blue

Jackets:

- a. 65% polyester / 35% cotton twill blend
- b. Inside quilted lining
- c. Pockets on each side
- d. Color: Navy Blue

Shop Coat:

- a. 65% polyester/35% cotton twill blend
- b. Two chest pockets and lower pockets
- c. Side and Back vent openings

Grease Rags/Shop Towels

- a. Orange
- b. 300 delivered initially; soiled ones replaced during weekly cleaning

ITEM 2 Uniforms are to be provided for five (5) employees

Each employee shall receive the following:

- 11 sets/employee Shirts and pants (4 ea shirts to be long torso)
- 2 Ea Coveralls
- 2 Ea Winter Jackets

Shirts:

- a. Shirts are to be 65% polyester / 35% cotton
- b. Color: Green and white stripe

Pants:

- a. pants are to be 65% polyester / 35% cotton twill-woven blend
- b. Plain front or regular style
- c. Color: Spruce Green with elastic sides

Coveralls:

- a. coveralls are to be 65% polyester / 35% cotton twill
- b. two set-in front pockets
- c. two way brass zipper
- d. hemmed sleeved
- e. gripper at top of zipper and lapel
- f. Navy Blue

Jackets:

- a. 65% polyester / 35% cotton twill blend
- b. Inside quilted lining
- c. Pockets on each side
- d. Color: Spruce Green

ITEM 3 Uniforms are to be provided for nine (9) employees
(Each employee shall receive the following)

11 sets/employee - Short Sleeve Golf Shirts and Pants
2 Ea Winter Jackets

Shirts: (No Name Tags)

- a. Shirts are to be 65% polyester / 35% cotton twill knit
- b. Color: Burgundy

Pants:

- a. pants are to be 65% polyester / 35% cotton twill-woven blend
- b. Plain front or regular style
- c. Color: Khaki

Jackets:

- a. 65% polyester / 35% cotton twill blend
- b. Inside quilted lining
- c. Pockets on each side
- d. Color: Brown

BIDDING SCHEDULE: (All Item #'s listed in this solicitation can be found in Rental Uniform Service, Inc catalog and is for reference purposes only. You may bid similar items.)

Tendering Text: ITEM 1: 11 Sets/employee of Golf Shirts and Pants for four (4) Employees (Navy Blue w/elastic in waist pants) Unit Price/Set \$ _____ Extended Price/Set \$ _____			ITEM # Shirt (SK52) ITEM # Pants (PT61)
Question	Mandatory/ Optional	Multiple Responses Accepted	Response
ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	_____ Yes _____ No
ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-2%? SEE THE SC PROCUREMENT CODE SECTION 11-35-1524(D) AND 11B & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	_____ Yes _____ No
ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-4%? SEE THE SC PROCUREMENT CODE SECTION 11-35-1524(D) AND IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	_____ Yes _____ No

Tendering Text: ITEM 1: Jackets 2 Ea/employee (four employees) N. Blue			ITEM # JT22
Unit Price/Each: \$ _____ Extended Price/Each: \$ _____			
Question	Mandatory/ Optional	Multiple Responses Accepted	Response
ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Tendering Text: ITEM 1: Shop Coat 1 Ea for three (3) employees and 2 Ea for one (1) Employee (Blue) Unit Price/Each: \$ _____ Extended Price/Each: _____			ITEM # KT30
Question	Mandatory/ Optional	Multiple Responses Accepted	Response
ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	_____ Yes _____ No
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Tendering Text: ITEM 1: 300 Grease Rags/Shop Towels (Orange) Unit Price/Each: \$ _____ Extended Price/Each: \$ _____			
Question	Mandatory/ Optional	Multiple Responses Accepted	Response
ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PRE FERENCES	Mandatory	No	_____ Yes _____ No
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Tendering Text: ITEM 2: 11 Sets/employee (SS)Shirts and Pants for five (5) Employees (Spruce Green w/elastic sides pants) (four shirts are to be long torso) Unit Price/Set \$ _____ Extended Price/Set \$ _____			ITEM# Pants (PT61) ITEM # Shirt (SP14)
Question	Mandatory/ Optional	Multiple Responses Accepted	Response
ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	_____ Yes _____ No
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Tendering Text: ITEM 2: Jackets 2 Ea/employee (five employees) Spruce Green			ITEM #JT22
Unit Price/Each: \$ _____ Extended Price/Each: \$ _____			
Question	Mandatory/ Optional	Multiple Responses Accepted	Response
ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	____ Yes ____ No
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Tendering Text: ITEM 2: Coveralls 2 Ea/employee (five employees) N. Blue			ITEM # CT10NV
Unit Price/Each: \$ _____ Extended Price/Each: \$ _____			
Question	Mandatory/ Optional	Multiple Responses Accepted	Response
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Tendering Text: ITEM 3: 11 Sets/employee (SS)Golf Shirts and Pants for nine (9) Employees (Khaki) (Burgundy Shirt) Unit Price/Set \$ _____ Extended Price/Set \$ _____			ITEM# Pants (PT38) ITEM # Shirt (SK52)
Question	Mandatory/ Optional	Multiple Responses Accepted	Response
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Tendering Text: ITEM 3: Jackets 2 Ea/employee (9 employees) Navy Blue			ITEM #JT22
Unit Price/Each: \$ _____ Extended Price/Each: \$ _____			
Question	Mandatory/ Optional	Multiple Responses Accepted	Response
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PREFERENCES – A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES – ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)7(ii) or the Resident Contractor Preference (11-35-1524(C)(1)(iii). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

☐ In-State Office Address same as Home Office Address
(check only one)

☐ In-state Office Address same as Notice Address

SOUTH CAROLINA/UNITED STATES PRODUCT PREFERENCE - (Product preference does not apply to services.)

In order to receive the South Carolina/United States made, manufactured or grown end-product preference, you must check the appropriated space(s) provided under the Bidding Schedule.

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009)

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the

general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item

PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING RFQ

INSTRUCTIONS TO BIDDERS

DISCUSSIONS AND NEGOTIATIONS: By submission of a quotation, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's quotation.

- 1) By submission of a bid, you are certifying that your company has not been debarred or suspended under OMB circular A-133 Compliance Supplement or otherwise from doing business in the State of South Carolina.
- 2) Unless otherwise required herein, only one signed copy of the Request for Quotation is required.
- 3) Quotations "faxed" directly to the DHEC Procurement Office are acceptable unless otherwise stated in this package.
- 4) Quotations, amendments thereto or withdrawal request must be received by the time advertised for bid closing. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. Any withdrawal request received after the time of the bid closing shall be governed by State Regulation 19-445.2085.
- 5) When specifications or descriptive papers are submitted with the RFQ submission, enter bidder's name thereon.
- 6) Submit your signed RFQ on this form.
- 7) Bidders must clearly mark as "CONFIDENTIAL" each part of their quotation which they consider to be proprietary information that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
- 8) By submission of a quotation, you are guaranteeing that all goods and services meet the requirements of this solicitation during the contract period.
- 9) **Tie quotations** will be resolved as outlined in section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
- 10) **Taxes:** Prices are to be exclusive of all sales, use and like taxes.
- 11) **Correction of errors on this RFQ form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the quotation. Erasures or use of typewriter correction fluid may be cause for rejection. No quotation shall be altered or amended after the time specified for the bid closing.
- 12) **Ambiguous quotations** which are uncertain as to terms, delivery, quantity or compliance with this solicitation may be rejected or otherwise disregarded.
- 13) **Failure to respond** to three consecutive RFQs may result in removal of bidder's name from the mailing list.

GENERAL PROVISIONS

- 14) **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
- 15) **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgement shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".
- 16) **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested

herein.

- 17) **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this quotation or to the subsequent contract.
- 18) **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC or the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
- 19) **Award Criteria:** Awards shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on the Procurement Bulletin Board located at 2600 Bull Street in the Aycock Building directly across from the Personnel Division and next to the Bureau of Business Management's Procurement Services Division.
- 20) **Rejection:** (In accordance with Regulation: 19-445-2070) DHEC reserves the right to reject any bid: (1) which fails to conform to the essential requirements of the invitation for bid; (2) alternate bids which do not conform to the specifications contained or referenced in the invitation for bid; (3) which fails to conform to the delivery schedule; (4) when the bidder attempts to impose conditions which would modify requirements of the invitation for bid or limit his liability to the State; (5) if the procurement officer determines in writing that it is unreasonable as to price; (6) when a bid guarantee is required and a bidder fails to furnish; (7) which is unsigned.
- 21) **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the closing date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
- 22) **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (1) the bidding schedule, (2) general provisions and general conditions, (3) instruction to bidders, (4) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (5) the specifications.

GENERAL CONDITIONS

- 23) **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201-1708. Reference the solicitation and contract number.
- 24) **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 25) **Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. But in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule(s).
- 26) **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.

- 27) **Publicity Releases:** By submission of a quotation, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.
- 28) **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0564)
- 29) **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 30) **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
- 31) **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty day advance notice in writing to the successful contractor.
- 32) **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 33) **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
- 34) **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
- 35) **S.C. Law Clause:** Upon award of a contract under this quotation, the person/partnership, association or
- 36) corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a quotation, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.
- 37) **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements). Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Section 11-35-310 of the SC Procurement Code, if items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the RFQ closing date. Written permission must be obtained from the DHEC Procurement Office.
- 38) **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
- 39) **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a quotation, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
- 40) **Confidentiality Policy:** The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
- 41) **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
- 42) **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:

- a. Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
 - b. Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.
 - c. DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. DHEC also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.
- 43) Any written assurances, MSDS's or correspondence required must be submitted prior to beginning any aspect of the contract.
- 44) **Travel:** As applicable, reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC.

SPECIAL PROVISIONS

- 45) **FOB Destination:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier. Quotations received otherwise may be subject to rejection.
- 46) **Shipping/Delivery Charges:** Unless otherwise indicated in the "Special Conditions", any applicable shipping, delivery, assembly or installation charges are to be indicated on the bidding schedule herein.
- 47) **Specifications:** The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The bidder to include with his quotation supporting product data sufficient for DHEC to determine equality and acceptability. DHEC reserves the right to reject any offering in which the items offered are considered unsatisfactory in any manner. DHEC will determine if minor deviations from the listed features or performance are acceptable.
- 48) **Confidentiality:** The Contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or overheard while performing work pursuant to this contract. The Contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.